

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ALEXIS LUCENTE, on behalf of herself and all others :
similarly situated, and ALVIN SUMIGCAY, individually, : Case No. 23 Civ. 3560 (SIL)
:
Plaintiffs, :
:
-against- :
:
EAD ENTERTAINMENT, LLC, :
:
Defendant. :
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**ORDER GRANTING PLAINTIFF'S MOTION FINAL
APPROVAL OF THE CLASS ACTION SETTLEMENT**

This matter came before the Court on Plaintiff's Motion for Final Approval of Class Action Settlement ("Final Approval Motion"). In support of the Final Approval Motion, Plaintiff submitted a Memorandum of Law in Support of the Final Approval Motion (the "Memorandum of Law"), the Declaration of Garrett Kaske ("Kaske Declaration") and supporting exhibits. Defendant does not oppose the motion.

Based upon the Court's review of the Memorandum of Law and Kaske Declaration, the Court approves the settlement as follows:

1. The Parties' settlement, memorialized in the Agreement attached to the Kaske Declaration as Exhibit A, is fair, adequate, reasonable, and binding on Plaintiff and all Class Members who have not timely and properly opted out pursuant to Section 2.4. As a result, the Court approves the settlement and "So Orders" all its terms which are incorporated herein. Capitalized terms used in this Order have the same meaning as set forth in the Agreement, unless defined otherwise.

2. The Court grants final certification of the New York Class, under **Federal Rule of Civil Procedure 23(b)(3)**, and the Collective, under Section 216(b) of the Fair Labor Standards Act, **29 U.S.C. § 201**, *et seq.*, for settlement purposes.

3. The Court approves the Service Payment set forth in Section 3.3(A) of the Agreement.

4. The Court grants Plaintiff's request for attorneys' fees and out-of-pocket costs and expenses.

5. The Court approves the payment of the fees and costs of the Settlement Administrator, Xpand Legal Consulting LLC, as set forth in Section 3.5(A).

6. The Court adopts the following settlement procedure set forth in the Agreement:

<u>Event or Deadline</u>	<u>Due by Date or Date Certain</u>
Defendant to deposit the Settlement Payment and Settlement Administration Costs into the Escrow Account.	45 days after Order Granting Final Approval is entered. <i>See ECF No 32-3 (Agr.) § 3.1(C).</i>
Deadline for Settlement Administrator to distribute the Settlement Checks.	30 days after Defendant's deposit the Settlement Payment into the Escrow Account. <i>See id. § 3.1(D).</i>
Deadline for Class Members to cash their Settlement Checks (i.e., the end of the check cashing period.	120 days after their check date or 30 days from the reissuance of a check. <i>See id. § 3.4(G).</i>
Redistribution of uncashed amounts to Class Members, except if the total redistribution amount is less than \$1,500, then donation to <i>cy pres</i> designee.	After close of check cashing period. <i>See id. § 3.4(I).</i>

7. The parties shall abide by the terms of the Agreement.

8. Plaintiffs and all Qualified Class Members are permanently enjoined from seeking to reopen or filing any claims against Defendant that were released by this Agreement.

9. The Litigation is dismissed with prejudice.
10. The Court shall retain jurisdiction over the interpretation and implementation of this Agreement, as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby.

This constitutes the Decision and Order of this Court:

Dated: Central Islip, New York

SO ORDERED:

November 7th, 2024

/s/ STEVEN I. LOCKE

Hon. Steven I. Locke
United States Magistrate Judge